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traces with admiration the Law of Nature, which he identifies with the Law of Revelation, through the law of the Oriental monarchies from Babylon to Persia, through the codes of Draco, Lycurgus, and Solon ("In all the annals of law there is no greater name than that of Solon," p. 135) to the codification of the Roman Law under Justinian. This represents, to him, the acme of legal development. The subsequent history of law is only the story of the conquest by Rome of the provinces lost by the barbarian invasions. "Throughout its history liberty and the Roman Law were synonymous terms." The common law was the common enemy, the instrument of tyranny and oppression, and has at length, to the glory of God and the good of humanity, been put down everywhere, in England and America as well as on the continent (p. 303). Not only our probate law and law of inheritance, but our commercial law, the law of bailments and of personal property generally (this "was taken bodily from the code of Justinian") and our entire equity system are purely Roman, while "all the wise legislation that has been enacted in our country within the last one hundred and twenty-five years \* \* \* has been in the main a repeal of feudal rules and usages and a return to the principles, sometimes even to the very letter, of the Roman Law" (p. 294). And now that, "by means of statutory enactment, all the distinctive features of the common law have been eliminated from our jurisprudence" (p. 296), the triumph of Rome over the barbarians may be regarded as complete. *Vae Victis!* It is a tragic tale and well told. But there are no references, no list of authorities, no index—serious defects in so learned a work.

G. W. K.

THE CIVIL CODE OF THE GERMAN EMPIRE. Translated by WALTER LOEWY, LL.B. (University of Pennsylvania), J. U. D. (Heidelberg). Boston, Mass.: THE BOSTON BOOK CO. 1909. pp. lxxi, 689.

When the special committee of the Pennsylvania Bar Association and of the Law School of the University of Pennsylvania decided to procure and publish a translation of the German civil code, they could not have known that the same work had been undertaken by Dr. Chung Hui Wang, who published a very good translation in 1907. Otherwise, in order to avoid duplication of effort in the field of comparative jurisprudence, they would doubtless have turned their attention to some other of the numerous foreign law-books of which no English versions exist.

An examination of a few titles of Dr. Loewy's translation shows that it is, on the whole, as might have been expected from his qualifications, intelligent and fairly accurate. There are, however, not a few infelicitous renderings, some of which are misleading, and there are occasional mistakes.

"Installments" does not give the special meaning of *Auszugsleistungen* in sec. 197. Dr. Wang translates: "recurrent acts of performance stipulated for in the transfer of a farm," which at least gives a hint of the meaning. The German phrase is a substitute for the more familiar *Altenteile*: it describes the reservation of lodging, food, etc. commonly made when the old folk "draw out" of the conduct of a farm (or, possibly, of a shop) and turn it over to their children. The matter is fully explained in the "Motives" published with the first draft (vol. ii, p. 636).

Again, in sec. 202, "the plea of the anticipatory complaint" does not give the sense of *die Einrede der Vorausklage*. Here the defendant pleads that he is not suable until another person has been sued. Dr. Wang translates: "the plea of the *beneficium excussionis*," which is correct, but not intelligible to the average English reader without reference to a treatise on Roman Law.

Sec. 448, clause 2, as the reviewer understands it, should be translated: "When a right is sold, the costs of establishing or transferring the right are imposed upon the buyer." *Begründung*, here rendered "establishing," is "creation" in Dr. Wang's version and "proof" in Dr. Loewy's. Consideration of the clause as a whole shows that Dr. Loewy is wrong. Take, for instance, the sale of a rent-charge: if it is not in existence, it must be established or created; if it is in existence, it must be transferred or assigned. Oddly enough, both translators have misread *Käufer* in this section and place the costs upon the "seller."

Sec. 878, as the reviewer would render it, reads: "A declaration made by the person having a right . . . does not become ineffective in consequence of the fact that the person having the right becomes limited in his power of disposal after the declaration has become binding upon him . . ." Dr. Wang translates: "by the fact that the declarant becomes limited in his power of alienation," which is freer, but substantially correct. Dr. Loewy has: "by a restriction of the disposition by the one owning the right," which gives neither the sense of *in der Verfügung beschränkt wird* nor any clear meaning.

Sec. 1566 reads according to Dr. Loewy: "A spouse may sue for divorce if the other spouse has designs upon his (her) life." Dr. Wang translates: "if the other spouse makes an attempt upon his (or her) life." Here again Dr. Wang is right: *nach dem Leben trachtet* means "seeks the life" and implies some overt act.

If the merits of the two translations may fairly be judged by the comparison of perhaps one hundred sections out of a total of 2385, Dr. Loewy's version would seem to be less trustworthy than Dr. Wang's.

The value of the volume under review is increased, for the student of comparative jurisprudence, by numerous references to parallel passages in other codes, inserted by the committee. Of unequal value in its various parts is the article on the German civil code, written by W. W. Smithers and originally published in the *American Law Register*. Of the genesis of the civil code itself this article gives a good description; but the preceding résumé of German legal history is confused and inaccurate. On the whole Dr. Wang's brief historical introduction is better.

M. S.

**SHIPPERS AND CARRIERS OF INTERSTATE FREIGHT.** By EDGAR WATKINS. Chicago: T. H. Flood & Co. 1909. pp. 578.

The scope of this work is largely confined to a statement and discussion of the rights and duties of shippers and carriers of interstate freight which arise out of or are affected by the acts of Congress, of which the act to regulate commerce, and the amendments and supplements thereto, including the Elkins law, are the most important.

The volume consists of eleven chapters. The first six are devoted to a discussion of the provisions of the act to regulate commerce, and